

Fort Peck Compact

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AGREEMENT BETWEEN THE ASSINIBOINE AND SIOUX
TRIBES OF THE FORT PECK RESERVATION AND THE
STATE OF MONTANA CONCERNING VIDEO KENO, POKER
and BINGO GAMES, SIMULCAST RACING and OTHER
CLASS III GAMING

I. AUTHORITY

This Agreement is made by and between the Assiniboiné and Sioux Tribes of the Fort Peck Reservation and the State of Montana, pursuant to Public Law 100-497, the Indian Gaming Regulatory Act (IGRA). The Tribes are authorized to enter into this Agreement by Resolution No. 607-92-3 enacted by their Tribal Executive Board on March 9, 1992. The State is authorized to enter into this Agreement by Section 11(d)(3)(B) of the IGRA and the provisions of the State-Tribal Cooperative Agreements Act (Section 18-11-101 et seq., MCA).

II. PURPOSE

The purpose of this Agreement is to define the respective jurisdictions of the Tribes and the State to license, regulate, prohibit and operate gambling machines and simulcast racing on the Fort Peck Reservation, with respect to Class III gaming as defined in IGRA, and to engage in other Class III gaming as defined in IGRA as such types of gaming may from time to time hereafter become permissible under state law.

III. DEFINITIONS

A. "BINGO MACHINE". The term "BINGO MACHINE" means an electronic video gambling machine that, upon insertion of cash, is available to play bingo as provided in this agreement. The machine utilizes a video display and microprocessor(s) in which, by chance, the player may receive credits that may be redeemed for cash. The term does not include a slot machine or a machine that directly dispenses coins, cash, tokens or anything else of value.

B. "DRAW POKER MACHINE". The term "DRAW POKER MACHINE" means an electronic video gambling machine that, upon insertion of cash, is available to play or simulate the play of the game of draw poker as provided in this agreement. The machine utilizes a video display and microprocessor(s) in which, by the skill of the player, by chance, or both, the player may receive credits that may be redeemed for cash. The term does not include a slot machine or a machine that directly dispenses coins, cash, tokens, or anything else of value.

1992 FORT PECK

C. "INDIAN". The term "INDIAN" means any person who would be subject to the jurisdiction of the United States under section 1153, Title 18, United States Code, if that person were to commit any offense listed in that section in Indian country to which that section applies.

D. "KENO MACHINE". The term "KENO MACHINE" means an electronic video gambling machine that, upon insertion of cash, is available to play keno as provided in this agreement. The machine utilizes a video display and microprocessor(s) in which, by chance, the player may receive credits that may be redeemed for cash. The term does not include a slot machine or a machine that directly dispenses coins, cash, tokens, or anything else of value.

E. "MACHINE" OR "GAMBLING MACHINE". The term "MACHINE" OR "GAMBLING MACHINE" means any bingo machine, draw poker machine or keno machine.

F. "NON-INDIAN". The term "NON-INDIAN" means any person not an Indian.

G. "OPERATOR". The term "OPERATOR" means a person who purchases, receives or acquires, by lease or otherwise, and operates or controls for use in public a gambling device or gambling enterprise.

H. "PERSON". The term "PERSON" means any individual, corporation, partnership, joint venture, sole proprietorship, or governmental entity.

I. "PREMISES". The term "PREMISES" means a structure or facility that is clearly defined by permanently installed walls that extend from floor to ceiling, and that has a public external entrance leading to a street or other area, that is not shared with another premises. If the premises share a common internal wall with another premises licensed to offer gaming, the common wall must be permanently installed, opaque, and extend from floor to ceiling and may not contain an internal entrance through which public access is allowed.

J. "REGULATE". The term "REGULATE" means the power to control through statute, ordinance, administrative rule, guideline or administrative procedure and to impose taxes, fees, assessments and penalties.

K. "RESERVATION". The term "RESERVATION" means the Fort Peck Indian Reservation as established in the Agreement of December 28 and December 31, 1886, and confirmed by the Act of May 1, 1888, 25 Stat. 113.

L. "SIMULCAST". The term "SIMULCAST" means a live broadcast of an actual horserace at the time it is run. The term includes races of local or national prominence.

M. "SIMULCAST FACILITY". The term "SIMULCAST FACILITY" means a facility at which horseraces are simulcast and wagering on the outcome is permitted under the parimutuel system.

N. "STATE". The term "STATE" means the State of Montana or any agency thereof.

O. "TRIBES". The term "TRIBES" means the Assiniboine and Sioux Tribes, any agency, organization, or subdivision of those tribes, or any corporate entity in which such tribes are the sole owners.

IV. JURISDICTION OF THE TRIBES AND STATE

A. The Tribes shall have jurisdiction, including criminal jurisdiction, exclusive of the State and which may be concurrent with any jurisdiction of the United States, to regulate gaming on the Reservation by the Tribes or Indians.

B. The State shall have jurisdiction, including criminal jurisdiction, exclusive of the Tribes and which may be concurrent with any jurisdiction of the United States, to regulate gaming on the Reservation by all operators other than those regulated in Section A of Article IV.

C. Pursuant to the Tribe's Code of Justice, Title III, Section 415 and the IGRA, no Indian is permitted to have an ownership interest in any gaming operation on the Reservation. If the Tribes modify this provision, it shall notify the State and negotiate in good faith to amend this agreement. Whenever an interest in any gambling license or permit is owned in whole or in part by a non-Indian, the State of Montana shall regulate those gambling activities.

V. CONDITIONS OF TRIBAL GAMES

A. The Tribes shall comply with the following conditions for all tribal gaming:

1. Persons under 18 years of age shall not participate in gaming.
2. All gaming authorized under Section A of Article IV shall be conducted by the Tribes directly or pursuant to a management contract in accordance with section 11(d)(9) of the IGRA.
3. Prizes shall be in tangible personal property, free games, credits or cash.

4. A person who is not physically present on the premises where the game is actually conducted shall not be allowed to participate in the game.
5. The consideration paid for the chance to play shall be strictly cash. Every participant must present the money with which he intends to play the game at the time the game is played. No check, credit card, note, IOU, or other evidence of indebtedness shall be offered or accepted as part of the price of participation in such game or as payment of a debt incurred therein.

B. All bingo, draw poker, and keno machines licensed by the Tribes shall also comply with the following conditions:

1. No prize may exceed the value of \$1000 for each individual award.
2. No more than 100 machines shall be available for play in any of the Tribes' premises, and no more than 20 machines shall be available for play in any other premises.
3. Draw poker, bingo and keno machines shall meet the requirements and specifications contained in Appendix A attached hereto.
4. The expected payback value of one credit played shall be at least 80% of the value of a credit.

C. All simulcast racing operated by the Tribes shall also:

1. be with a network approved to operate within Montana; and
2. not pay any state and local tax assessment but shall pay other standard fees charged by the network.

VI. TRIBES MAY CONTRACT WITH STATE

The Tribes may contract with the State to certify and inspect machines by paying a fee for each machine which does not exceed the fee charged other entities for such inspections. State officials acting in this capacity shall act as subcontractors of the Tribes, not officials of the State.

VII. DEFAULT AND TERMINATION

A. Default by Tribes. In the event of substantial and continuing failure by the Tribes in the performance of its obligations under this Agreement, the State shall have the right, at its option, to terminate this Agreement, provided that the State shall have given the Tribes at least ninety (90) days written notice of such default and the Tribes shall have failed to cure such default within ninety (90) days after such written notice.

B. Default by State. In the event of substantial and continuing failure by the State in the performance of its obligations under this Agreement, the Tribes shall have the right, at its option, to terminate this Agreement, provided that the Tribes shall have given the State at least ninety (90) days written notice of such default and the State shall have failed to cure such default within ninety (90) days after such written notice.

C. Voluntary Termination. The parties may jointly terminate this Agreement by written instrument signed by both parties. The instrument must be executed one year prior to the effective date of termination.

D. Continuing Obligation to Bargain. Upon default or voluntary termination of this Agreement, the State will negotiate in good faith with the Tribes over the terms and conditions of a subsequent agreement upon receipt of a request pursuant to section 11(d) of the IGRA.

VIII. GENERAL TERMS

A. Effective date and term. This Agreement shall be effective upon execution, and shall continue in effect for a period of 10 years unless earlier terminated in accordance with Article VII. Before expiration of this Agreement or upon its termination, the parties may agree to the renewal of the Agreement for a term agreed upon by the parties.

B. Amendments. This Agreement may be amended only with the consent of both parties and only by written instrument signed by both parties. If the IGRA or State law is amended in any way affecting the terms of this Agreement, the parties agree to negotiate in good faith to amend this Agreement so as to achieve the objectives provided for and to ensure compliance with all applicable law.

C. Annual Review. The parties shall meet to review this Agreement and discuss possible changes at least once every year for the three years following the date on which the Agreement is signed, and thereafter at least once following each regular session of the Montana legislature.

D. Reservation of Rights Under the IGRA. The State and Tribes agree that by entering into this Agreement, the Tribes shall not be deemed to have waived its right to initiate and pursue the procedure provided by section 11(d)(7) of the IGRA with respect to the State's refusal to enter into an agreement on other forms of Class III gaming, and neither the State nor the Tribes shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

E. Negative declaration. This Agreement has been entered into to satisfy the requirements of the IGRA. It is not intended to reflect or be viewed as reflecting in any other context either party's position with respect to the jurisdictional authority of the other. Nothing in this Agreement or in any conduct undertaken pursuant thereto shall be deemed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the Agreement's terms. Neither this Agreement nor conduct pursuant thereto shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of the Agreement, or used to further either party's equitable or legal position in any litigation.

F. Expansion of Class III gaming. If any forms of gaming classified as class III gaming pursuant to the IGRA are authorized by the State of Montana after the date of this Agreement, the State will notify the Tribes of the change. The Tribes will then notify the State if it desires to amend this Agreement to authorize the additional form of gaming on the Reservation. Upon such notice, the parties shall negotiate over amendments to this Agreement to provide for such gaming by the Tribes upon the Reservation pursuant to and in conformity with the IGRA.

G. Severability. Each provision, section and subsection of this Agreement shall stand separate and independent of every other provision, section, or subsection. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this Agreement to be invalid, the remaining sections and subsections of the Agreement shall remain in full force and effect.

H. Notices. All notices and other communications required to be given hereunder by the Tribes and the State shall be deemed to have been duly given when delivered in person or posted by United States certified mail, return receipt requested, with postage prepaid, addressed as follows:

(i) If to the Tribes:

Chairman
Fort Peck Tribal Executive Board
Post Office Box 1027
Poplar, Montana 59255

(ii) If to the State:

Governor of the State of Montana
Capitol Station
Helena, Montana 59620-0801

Attorney General of the State of Montana
215 North Sanders
Helena, Montana 59620-1401

or to such other address or addresses as either the Tribes or the State may from time to time designate in writing.

DATED this 6th day of April, 1992.

FORT PECK
ASSINIBOINE AND SIOUX TRIBES

STATE OF MONTANA

Caleb Shields
Caleb Shields
Chairman

Stan Stephens
Stan Stephens
Governor

Marc Racicot
Marc Racicot
Attorney General

APPENDIX A

GENERAL SPECIFICATIONS OF VIDEO GAMBLING MACHINES (1)

Each video gambling machine model or modification must:

(a) be inspected for approval and licensure. Any machine sold or operated may be inspected. Any approval granted to a person is not transferable. Immediate access must be allowed to each machine. Keys to allow access to a machine for purposes of inspection may be provided or must be immediately available on the premises. Machines for which a substantial modification or a series of minor modifications whose total result is substantial must meet all of the specific law or rule requirements in effect at the time of submission. Only those machines which are owned or operated and to which the submitted modification will be applied are required to meet those specifications in effect at time of submission. A determination that a modification is substantial may be contested;

(b) be operated by the players in the manner specified by this appendix;

(c) not have any switches, jumpers, wire posts, or other means of manipulation that could affect the operation or outcome of a game. The machine may not have any functions or parameters adjustable by and through any separate video display or input codes except for the adjustment of features that are wholly cosmetic or other operational parameters as approved. This is to include devices known as "knockoff switches;"

(d) offer only those games defined as video gambling in Title 23, chapter 5, MCA, and operate in the following manner:

(i) in the case of draw poker, after the initial cards have been dealt, the player may be allowed to raise his wager but the player may not exceed the overall statutory bet limit;

(ii) the game must display the combinations for which credits will be awarded and the number of credits awarded for each combination;

(iii) one credit may not exceed twenty-five cents in value;

(iv) the machine must have locked doors to two separate areas, one containing the logic board and software for the game and the other housing the cash. Game EPROMS contained on the logic board must be readily accessible from the front of the machine. Access from one area to another must not be allowed;

(v)(A) the machines may have two mechanisms that accept coins, hereinafter referred to as "mechanism 1" and "mechanism 2." These mechanisms must have devices referred to as "lockouts" which prohibit the machine from accepting coins during periods when the machine is inoperable;

(B) the machine may have a machine manufacturer mechanism that accepts cash in the form of bills that do not exceed \$5;

(vi) in the case of poker each machine must use a color display with images of cards that closely resemble the standard poker playing cards;

(vii) the machine must be capable of printing a ticket voucher for all credits owed the player at the completion of each game. A valid ticket must contain the following:

- (A) the name of the licensed establishment;
- (B) the name of the city, town, or county in which the licensed establishment is located;
- (C) the machine serial number;
- (D) the time of day in hours and minutes in a 24-hour format;
- (E) the current date;
- (F) the program name and revision;
- (G) the value of the prize in numbers;
- (H) the value of the prize in words;
- (I) the sequential number of the ticket voucher;

(viii) the printing mechanism must be located in a locked area of the machine to insure the safekeeping of the audit copy. The logic board shall be mounted within the logic area so it is not visible upon opening the logic area door. The printing mechanism must have a paper sensing device that upon sensing a "low paper" condition will allow the machine to finish printing the ticket and prevent further play. The machine must recognize a printer power loss occurrence and cease play until power has been restored to the printer and the machine is capable of producing a valid ticket;

(ix) the machine must have nonresettable mechanical meters housed in a readily accessible locked machine area. The mechanical meters must be manufactured in such a way as to prevent access to the internal parts without destroying the meter. Meters must be hardwired (no quick connects will be allowed in the meter wiring system). A validating identification sticker attached to the mechanical meters to verify the meters are assigned to a specific licensed machine may be required. The meters must keep a permanent record of:

(A) total credits accepted by the coin acceptor mechanism(s), and bill acceptor (if applicable);

(B) total credits played;

(C) total credits won;

(D) total credits paid;

(x) the machine must contain electronic metering, using meters that record and display the following on the video screen;

(A) total credits in mechanism(s) 1 and 2 (if applicable);

(B) total credits through the bill acceptor (if applicable);

(C) total credits, total credits played, total credits won, and total credits paid;

(D) total games played and total games won; and

(E) any other metering required by this appendix.

(xi) the machine must issue by activation of an external key switch, an accounting ticket containing a performance synopsis of the machine and progressive accounting data if applicable. The printing of all totals from the electronic meters shall occur automatically each time access occurs to either the logic compartment or any

compartment where cash is collected. Whenever electronic meters are reset, each machine must produce a full accounting ticket both before and after each resetting. The tickets must be contain:

(A) the name of the licensed establishment;
(B) the name of city, town, or county in which the licensed establishment is located;

(C) the serial number of the machine;
(D) the time of day, in hours and minutes in a 24-hour format;
(E) the current date;
(F) the program name and revision number; and
(G) the electronic meter readings required;

(xii) the machine and any peripheral electronic device must have an identification tag permanently affixed to the machine by the manufacturer. The tag must be on the right-hand side, upper left corner of the machine or peripheral electronic device or in another approved location and must include the following information:

(A) manufacturer;
(B) serial number;
(C) model;
(D) date of manufacture; and

(xiii) the face of the machine must be clearly labeled so as to inform the public that no person under the age of 18 years is allowed to play;

(xiv) no machine may offer for play more than one pay table per program;
(xv) each machine and peripheral electronic device must pass a static test; and
(xvi) a machine shall be equipped with a surge protector that will feed all A.C. electrical current to the machine and a backup power supply capable of maintaining for a 30-day period the accuracy of all electronic meters, date, and time during power fluctuations and loss. The battery must be in a state of charge during normal operation of the machine. Manufacturers incorporating either the use of E2 proms or a lithium battery for memory retention will be considered to meet this requirement.

(2) Any and all modifications made to an approved video gambling machine must be submitted for approval prior to installation.

(3) Authorization to operate a machine may be suspended or revoked or approval of a machine may be revoked at any time if it is determined that a machine or machine component does not comply with a tribal ordinance or terms of a tribal-state compact governing video gambling machines in effect at the time of approval.

SAFETY SPECIFICATIONS (1) A video gambling machine must include the following hardware specifications:

(a) All electrical and mechanical parts and design principles shall follow acceptable industrial codes and standards in both design and manufacture.

(b) A video gambling machine shall be designed to ensure that the player will not be subjected to any physical, electrical, or mechanical hazards.

GENERAL VIDEO GAMING MACHINE SOFTWARE SPECIFICATIONS

- (1) Each video gambling machine must meet the following specifications:
- (a) the random number selection process shall conform to an acceptable random order of occurrence and uniformity of distribution;
 - (b) the field of numbers must be mixed after each game by using a random number generator;
 - (c) after the field of numbers has been mixed and before the start of the game the field of numbers is to be frozen with all numbers used for play taken in order from the top of the frozen field;
 - (d) any variable data, e.g., location name, shall not reside on EPROMs that contain game programs;
 - (e) must payback or award credits at a minimum rate of 80%;
 - (f) the game program must not interfere in any way with expected random play;
 - (g) all electronic meters must be 8 digits in length; and
 - (h) for any game played, the payable for that game must be prominently displayed and understandable to the player.
- (2) A machine may have a personality program that includes but is not limited to the following:
- (a) payable (limited to one per program);
 - (b) graphics;
 - (c) deal;
 - (d) optional features to include but not be limited to:
 - (i) raise;
 - (ii) auto-bet;
 - (iii) hold and discard;
 - (e) personality program number.

SOFTWARE SPECIFICATIONS FOR VIDEO DRAW POKER

(1) Each video draw poker machine must meet the following specifications for approval. In order to be approved the machine must:

- (a) use a deck of cards consisting of 52 standard playing cards, up to two jokers may also be used;
- (b) deal the initial cards from the top of the frozen field;
- (c) replace discarded cards with remaining cards in the frozen field starting with the sixth card and drawing any additional cards in the order of that frozen field;
- (d) meter for each breakdown in the payable; and
- (e) display the winning hands and the number of credits awarded for that hand.

SOFTWARE SPECIFICATIONS FOR VIDEO KENO MACHINES

(1) Each video keno machine must meet the following specifications for approval. In order to be approved the machine must:

- (a) display a fixed playing field of numbers from 1 - 80;

(b) only accept a bet on a minimum of 2 spots and a maximum of 10 spots per game;

(c) display the balls picked;

(d) conform to standard rules of keno; and

(e) display the total number of player spots picked at the end of each game, display the number of balls drawn that matched the players' picks (this may be shown as 3 out of 8, 8 out of 10, etc.) and display any credits awarded for these combinations.

SOFTWARE SPECIFICATIONS FOR VIDEO BINGO MACHINES (1) Each video bingo machine must meet the following specifications for approval. In order to be approved the machine must:

(a) utilize a field of numbers from 1 to 75;

(b) provide a card or cards that contain 24 numbered spaces per card and one free spot. No cards may be identical;

(c) generate cards by utilizing a random number generator;

(d) meter each breakdown in the paytable;

(e) conform to standard rules of bingo;

(f) produce a bingo during each game;

(g) display the number of balls picked and the credits awarded for the number of balls drawn in order to obtain a bingo;

(h) allow the player the choice of cards on which to play. All winning cards must be available for display on the screen, including any that may be played by the machine in any game; and

(i) designate the winning arrangement of numbers prior to commencing play.

FIRST AMENDMENT TO THE APRIL 6, 1992
AGREEMENT BETWEEN THE ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION AND THE STATE OF MONTANA
CONCERNING VIDEO KENO, POKER AND BINGO GAMES,
SIMULCAST RACING AND OTHER CLASS III GAMING

This amendment adds a new subsection "p" to part III, and a new subsection "D" to part V of the Fort Peck - Montana Class III Gaming Compact executed April 6, 1992:

III.P. "LOTTERY GAMES." The term "LOTTERY GAMES" means any procedure, including any on-line or other procedure using a machine or electronic device, by which one or more prizes are randomly distributed among persons who have paid for a chance to win a prize but does not include any game in which a player competes against or plays with any other person.

V.D. Lottery games may be conducted on the Fort Peck Reservation under the following conditions:

- 1) such games are authorized by the Montana Lottery and subject to the provisions of section 23-7-101 through 23-7-412, MCA, or
- 2) such games are conducted and operated by the Tribes in a manner which provides security at least as stringent as the Montana Lottery.

ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION

Caleb Shields
Caleb Shields, Chairman

Date: JULY 2, 1992

STATE OF MONTANA

Stan Stephens
Stan Stephens, Governor

Date: JULY 6, 1992

SEP 16 1992

GAMBLING CONTROL DIVISION

SECOND AMENDMENT TO THE APRIL 6, 1992
AGREEMENT BETWEEN THE ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION AND THE STATE OF MONTANA
CONCERNING VIDEO KENO, POKER AND BINGO GAMES,
SIMULCAST RACING AND OTHER CLASS III GAMING

This compact is amended as follows:

1. In Art III, Sections A, B, and D, put a period in each Section after 'slot machine,' and strike "or a machine that directly dispenses coins, cash, tokens, or anything else of value".

2. In Article V, add a new Section E reading as follows:

"The Tribes may conduct live keno and live poker games 24 hours a day without limit as to the number of tables. The Tribes shall post the rules of play and maximum percentage rake-off in a prominent place in each establishment where such games are conducted. The prize limits for live keno games shall be the same as those provided in Section B 1 of this Article. Unless subsequently agreed upon otherwise, the prize limits for live poker games shall not exceed those set by the state for such games."

ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION

Caleb Shields
Caleb Shields, Chairman

Date: SEPT. 14, 1992

STATE OF MONTANA

Stan Stephens
Stan Stephens, Governor

Date: 9/19/92

2d
amend
FT-PC

Third Amendment to the April 6, 1992
Agreement between the Assiniboine and Sioux Tribes
of the Fort Peck Reservation and the State of Montana
Concerning Video Keno, Poker and Bingo Games,
Simulcast Racing, and other Class III Gaming.

Pursuant to Article VII B of the Agreement Between the Assiniboine and Sioux Tribes of the Fort Peck Reservation (hereinafter "Tribe") and the State of Montana Concerning Video Keno, Poker and Bingo Games, Simulcast Racing, and other Class III Gaming;

1. Appendix A d(iv) is amended as follows:

- (iv) the machine must have three (3) locks: one in the area containing the logic board and software for the game, one to the logic board itself, and the other to the area housing the cash, except that a separate cash compartment shall not be required for coins necessary to pay prizes in a machine which pays prizes through a drop hopper. EPROMS contained on the logic board must be readily accessible from the front of the machine.

2. Appendix A d(vii) is amended as follows:

- (vii) the machine must be capable of printing a ticket voucher for all credits owed the player at the completion of each game, or machines utilizing coin drop hoppers are permitted provided they are monitored by a game transaction management/reporting system of the type described in paragraph A d(xi) which has been approved by the State of Montana. A valid ticket must contain the following:

- (A) the name of the licensed establishment;
(B) the name of the city, town, or county in which the licensed establishment is located;
(C) the machine serial number or other unique identification number for the machine;

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- (D) the time of day in hours and minutes in a 24 hour format;
- (E) the current date;
- (F) the program name and revision;
- (G) the value of the prize in numbers;
- (H) the value of the prize in words;
- (I) the sequential ticket number of the ticket voucher;

3. Subsection (1) d (xi) of Appendix A (General Specifications of Video Gambling Machines) is amended to read as follows:

(xi) (A) if a machine is attached to and communicates electronically with a game transaction management/reporting system, it is not required to have a ticket printer. However, the game transaction management/reporting system must each day collect from the machine the following information:

- (1) the name of the licensed establishment;
- (2) the name of city, town, or county in which the licensed establishment is located;
- (3) the serial number or other unique identification number for the machine;
- (4) the time of day, in hours and minutes in a 24-hour format;
- (5) the current date;
- (6) the program name and revision number; and
- (7) the electronic meter readings or dollar amounts of electronic meters.

(B) if a machine is not attached to a game transaction management/reporting system, the machine must issue by activation of an external key switch, an accounting ticket containing a performance synopsis of the machine and progressive accounting data if applicable. The printing of all totals from the electronic meters shall occur automatically each time access occurs to either the logic compartment or any compartment where cash is collected. Whenever electronic meters are reset, each machine must produce a full

accounting ticket both before and after each resetting. The tickets must contain the information required in subsections (1) (d) (xi) (A) (1) through (7) of this section.

State of Montana

By Sta Dth
Stan Stephens, Governor

Date: Dec. 1, 1992

Assiniboine and Sioux Tribes
of the Fort Peck Reservation

By Caleb Shields
Caleb Shields, Chairman

Date: NOV. 20, 1992

RECEIVED BY
NOV 24 1992
GAMBLING CONTROL DIVISION



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

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GOVERNOR'S OFFICE
HELENA, MONTANA

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ATTORNEY GENERALS OFFICE
HELENA, MONTANA

Honorable Marc Racicot
Governor of Montana
State Capitol
Helena, Montana 59620-0801

Dear Governor Racicot:

On August 20, 1998, we received the Fourth Amendment to the April 6, 1992 Agreement Between the Assiniboine Sioux Tribes of the Fort Peck Reservation (Tribe) and the State of Montana (State), approved August 6, 1998. We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to Section 11 (d)(8)(A) of IGRA, 25 U.S.C. § 2710(d)(8)(A) and delegated authority in 209 DM 8.1, we approve the Amendment. The Amendment shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Honorable Spike Bighorn
Chairman
Assiniboine and Sioux Tribes
of the Fort Peck Reservation
Poplar, Montana 59255

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs,
Interior.

ACTION: Notice of amendment to
approved Tribal-State Compact.

SUMMARY: Pursuant to Section 11 of the Indian Gaming Regulatory Act of 1988, Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Fourth Amendment to the April 6, 1992 Agreement between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana concerning Video Keno, Poker and Bingo Games, Simulcast Racing and Other Class III Gaming which was executed on August 6, 1998.

DATES: This action is effective October 19, 1998.

FOR FURTHER INFORMATION CONTACT:
George T. Skibine, Director, Indian
Gaming Management Staff, Bureau of
Indian Affairs, Washington, DC 20240,
(202) 219-4066.

Dated: October 2, 1998.

Kevin Gover.

Assistant Secretary—Indian Affairs

FR Doc. 98-27933 Filed 10-16-98; 8:45 am

BILLING CODE 4310-22-P

FOURTH AMENDMENT TO THE APRIL 6, 1992 AGREEMENT BETWEEN
THE ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION
AND THE STATE OF MONTANA
CONCERNING VIDEO KENO, POKER AND BINGO GAMES,
SIMULCAST RACING AND OTHER CLASS III GAMING

The purpose of this amendment to the Fort Peck-Montana Compact is to authorize the Tribes to license individual Indians to operate gaming on the Fort Peck Reservation. The Tribes and the State pursuant to Article VIIIB of the Agreement between the parties agree as follows:

1. Section IVC is amended to read as follows:

"The Tribes may license any Indian to own and operate a gaming operation on the Reservation so long as such operation is consistent with all provisions of this Compact and with the Indian Gaming Regulatory Act. Whenever an interest in any gambling license or permit is owned in whole or in part by a non-Indian, the State of Montana shall regulate those gambling activities."

2. Section VA2 is amended to read as follows:

"2. All gaming authorized under Section A of Article IV shall be conducted by the Tribes directly or by an Indian licensed by the Tribes to operate such gaming."

3. Section VB1 is amended to read as follows:

"1. Prize limits at tribally owned premises may not exceed a value higher than \$1000.00 for each individual award. No more than twenty (20) machines per premise shall be available for play by individual tribally-licensed operators with a maximum payout of \$800.00 for each individual award or a payout equal to that which is allowed under state law, whichever is greater."

4. All terms and conditions of the April 6, 1992 agreement not specifically amended herein remain in full force and effect.

ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION

Spike Bighorn
Spike Bighorn, Chairman

7-22-98

Date

STATE OF MONTANA

Marc Racicot
Marc Racicot, Governor

8-6-98

Date

Joseph P. Mazurek
JOSEPH P. MAZUREK
Attorney General

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Fourth Amendment to the April 6, 1992 Agreement between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana Concerning Video Keno, Poker and Bingo Games, Simulcast Racing and Other Class III Gaming dated August 6, 1998, is hereby approved on this ____ day of _____, 1998, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR


Kevin Gover

Assistant Secretary - Indian Affairs

pursuant to the National Environmental Policy Act and its implementing regulations. A CCP will be prepared for Eastern Neck National Wildlife Refuge (NWR) located within the Town of Rock Hall, Maryland. The Service is furnishing this notice in compliance with the National Wildlife Refuge System Administration Act of 1966, as amended (16 U.S.C. 668dd *et seq.*): (1) To advise other agencies and the public of our intentions; and (2) to obtain suggestions and information on the scope of issues to include in the environmental documents.

DATES: Inquire at the address below for dates of planning activity and due dates for comments. The public scoping meetings will be held in June 2002 in the Towns of Rock Hall, Chestertown and Centreville.

ADDRESSES: Address comments, questions, and request for more information to the following: Refuge Manager, Eastern Neck National Wildlife Refuge, 1730 Eastern Neck Road, Rock Hall, Maryland 21661, 410-639-7056.

SUPPLEMENTARY INFORMATION: By Federal law, all lands within the National Wildlife Refuge System are to be managed in accordance with an approved CCP. The CCP guides management decisions and identifies refuge goals, long-range objectives, and strategies for achieving refuge purposes. The planning process will consider many elements, including habitat and wildlife management, habitat protection and acquisition, public uses, and cultural resources. Public input into this planning process is essential. The CCP will provide other agencies and the public with a clear understanding of the desired conditions for the refuges and how the Service will implement management strategies.

The Service will solicit public input via open houses, public meetings, workshops, and written comments. Special mailings, newspaper articles, and announcements will inform people of the time and place of such opportunities for public input to the CCP. Eastern Neck National Wildlife Refuge is located on Eastern Neck Island, which sits at the mouth of the Chester River in Kent County, Maryland. Total refuge acreage is 2,285 acres and includes brackish tidal marsh, cropland, forest, grassland and open water impoundments. Comments on the protection of threatened and endangered species and migratory birds, and the protection and management of their habitats will be solicited as part of the planning process.

Review of this project will be conducted in accordance with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended (42 U.S.C. 4321 *et seq.*), NEPA Regulations (40 CFR Parts 1500-1508), other appropriate Federal laws and regulations, and Service policies and procedures for compliance with those regulations.

Dated: June 4, 2002.

Mamie A. Parker,
Regional Director, U.S. Fish and Wildlife
Service, Hadley, Massachusetts.
[FR Doc. 02-14543 Filed 6-10-02; 8:45 am]
BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of amendment to approved Tribal-State Compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the Federal Register, notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Extension agreement to the Class III gaming compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana.

DATES: This action is effective June 11, 2002.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: May 29, 2002.

Neal A. McCaleb,
Assistant Secretary—Indian Affairs.
[FR Doc. 02-14665 Filed 6-10-02; 8:45 am]
BILLING CODE 4310-4N-M

UNITED STATES INTERNATIONAL TRADE COMMISSION

[USITC SE-02-017]

Sunshine Act Meeting

AGENCY HOLDING THE MEETING: United States International Trade Commission.
TIME AND DATE: June 17, 2002 at 2 p.m.

PLACE: Room 101, 500 E Street SW., Washington, DC, 20436, Telephone: (202) 205-2000.

STATUS: Open to the public.

MATTERS TO BE CONSIDERED:

1. Agenda for future meeting: none.
2. Minutes.
3. Ratification List.
4. Inv. No. 731-TA-1010 (Preliminary)(Lawn and Garden Steel Fence Posts from China)—briefing and vote. (The Commission is currently scheduled to transmit its determination to the Secretary of Commerce on June 17, 2002; Commissioners' opinions are currently scheduled to be transmitted to the Secretary of Commerce on or before June 24, 2002.)
5. Inv. Nos. 731-TA-935-936 and 938-942 (Final)(Structural Steel Beams from China, Germany, Luxembourg, Russia, South Africa, Spain, and Taiwan)—briefing and vote. (The Commission is currently scheduled to transmit its determinations and Commissioners' opinions to the Secretary of Commerce on or before June 25, 2002.)
6. Outstanding action jackets: none.

In accordance with Commission policy, subject matter listed above, not disposed of at the scheduled meeting, may be carried over to the agenda of the following meeting.

Issued: June 7, 2002.

By order of the Commission:

Marilyn K. Abbott,
Secretary to the Commission.
[FR Doc. 02-14746 Filed 6-7-02; 11:56 am]
BILLING CODE 7020-02-P

DEPARTMENT OF LABOR

Employment and Training Administration

Notice of Determinations Regarding Eligibility To Apply for Worker Adjustment Assistance and NAFTA Transitional Adjustment Assistance

In accordance with section 223 of the Trade Act of 1974, as amended, the Department of Labor herein presents summaries of determinations regarding eligibility to apply for trade adjustment assistance for workers (TA-W) issued during the period of May, 2002.

In order for an affirmative determination to be made and a certification of eligibility to apply for worker adjustment assistance to be issued, each of the group eligibility requirements of section 222 of the Act must be met.

(1) That a significant number or proportion of the workers in the

**RENEWAL OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK
RESERVATION AND THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

Recitals

The State of Montana ("Montana") and the Assiniboine and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. This Agreement expires on April 6, 2002. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact. The Tribes are continuing to investigate viable options for expanded Tribal gaming operations to provide needed revenues and jobs to the reservation.

To enable the Tribes and non-tribal gaming operators to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement for 90 days on the terms and conditions set forth below.

This Renewal is entered into in furtherance of Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally-recognized tribes located within the borders of Montana.


Agreement

In furtherance of good relations and mutual cooperation between the parties, and in accordance with Article VIII. A., "Effective Date and Term," of the existing Agreement as previously amended, by this writing the parties hereby renew and extend the term of the Agreement to July 6, 2002. All terms and conditions of the Agreement remain in full force and

effect and shall govern the conditions of Class III gaming on the Reservation until July 6, 2002, or until a revised or new compact has been executed by the parties, whichever first occurs.

During this period, the parties agree to continue negotiating in good faith to achieve another long-term compact that furthers the goals of the Indian Gaming Regulatory Act. Montana and the Tribes indicate their consent to be bound to this Renewal by signature of their authorized representatives below.


ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION


ARLYN HEADRESS, Chairman

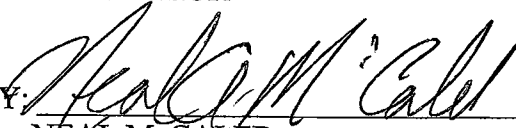
STATE OF MONTANA


JUDY MARTZ, Governor

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

DEPARTMENT OF THE INTERIOR

BY:  DATED: MAY 29 2002 2002
NEAL McCALEB
Assistant Secretary - Indian Affairs

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1A



United States Department of the Interior

TAKE
PRIDE IN
AMERICA

OFFICE OF THE SECRETARY
Washington, D.C. 20240

RECEIVED BY

AUG 27 2003

DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

JUL 30 2002

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JAN 21 REC'D

GOVERNOR'S OFFICE

Honorable Judy Martz
Governor of Montana
State Capital
Helena, Montana 59620

Dear Governor Martz:

On June 19, 2002, we received the Extension to the Class III Compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation (Tribe) and the State of Montana (State). We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to:

Honorable Arlyn Headdress
Chairman, Assiniboine Sioux Tribes
of the Fort Peck Reservation
P.O. Box 1027
Poplar, Montana 59255

FOR FURTHER INFORMATION CONTACT: For additional information on the Draft Comprehensive Conservation Plans and Environmental Assessments, contact the District Managers; Big Stone WMD, Rich Papasso, 320/273-2191; Detroit Lakes WMD, Mark Chase, 218/847-4431; Fergus Falls WMD, Kevin Brennan, 218/729-2291; Litchfield WMD, Christenson, 320/693-2849; Morris WMD, Steven Delehanty, 320/589-1001; Windom WMD, Steven Kallin, 507/831-2220.

SUPPLEMENTARY INFORMATION: In 1997, Congress mandated that the Service prepare a comprehensive conservation plan for each refuge within the National Wildlife Refuge System. This mandate includes Wetland Management Districts, which are federal administrative units charged with acquiring, overseeing and managing Waterfowl Production Areas and easements within a specific group of counties. Comprehensive conservation plans guide management decisions over the course of 15 years. The Draft Comprehensive Conservation Plans for each of the six Minnesota Wetland Management Districts identify goals and objectives for habitat management, land protection and wildlife-dependent recreation, as well as strategies for achieving those goals and objectives.

Dated: June 18, 2002.

Marvin Moriarty,
Acting Regional Director.

[FR Doc. 02-20131 Filed 8-8-02; 8:45 am]

BILLING CODE 4310-55-M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Land Acquisitions; Nottawaseppi Huron Band of Potawatomi Indians of Michigan

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of final agency determination to take land into trust under 25 CFR part 151.

SUMMARY: The Assistant Secretary—Indian Affairs made a final agency determination to acquire approximately 78.26 acres, more or less, of land into trust for the Nottawaseppi Huron Band of Potawatomi Indians of Michigan on July 31, 2002. This notice is published in the exercise of authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs by 209 Departmental Manual 8.1.

FOR FURTHER INFORMATION CONTACT: Nancy J. Pierskalla, Office of Indian Gaming Management, Bureau of Indian

Affairs, MS-2070 MIB, 1849 C Street, NW., Washington, DC 20240; Telephone (202) 219-4066.

SUPPLEMENTARY INFORMATION: This notice is published to comply with the requirement of 25 CFR 151.12(b) that notice be given to the public of the Secretary's decision to acquire land in trust at least 30 days prior to signatory acceptance of the land into trust. The purpose of the 30-day waiting period in 25 CFR 151.12(b) is to afford interested parties the opportunity to seek judicial review of final administrative decisions to take land in trust for Indian tribes and individual Indians before transfer of title to the property occurs. On July 31, 2002, the Assistant Secretary—Indian Affairs decided to accept approximately 78.26 acres, more or less, of land known as the Sackrider property into trust for the Nottawaseppi Huron Band of Potawatomi Indians of Michigan under the authority of Section 5 of the Indian Reorganization Act of 1934, 25 U.S.C. 465. The United States acknowledged the Nottawaseppi Huron Band through the federal acknowledgment process (25 CFR 83), and the notice of final determination acknowledging the Band was published in the *Federal Register* on December 21, 1995 (60 FR 66315). The Final Determination for Federal Acknowledgment for the Band was effective on March 21, 1996. The Band had no trust land at the time of acknowledgment. By memorandum dated December 13, 2000, the Associate Solicitor—Indian Affairs concluded that the land is within the geographical region anticipated as part of the Band's land base and may be included as part of the Band's initial reservation. Further, if the Sackrider property were included in the initial proclamation of reservation, it would meet the requirements of the "initial reservation" exception of IGRA, 25 U.S.C. 2719(b)(1)(B)(ii), excepting it from the general prohibition on gaming on trust land acquired after October 17, 1988, contained in 25 U.S.C. 2719(a).

The Sackrider Property's legal description is as follows:

Commencing at the West ¼ Post of Section 13, Town 2 South, Range 7 West, Emmett Township, Calhoun County, Michigan; thence North 00 Degrees 03' 28" East along the West line of said section, 46.99 feet to the Southerly Line of the exit ramp for I-94, as recorded in Liber 898, page 004 in the Office of the Register of Deeds for Calhoun County, Michigan; thence North 89 Degrees 06' 09" East along said Southerly Line, 214.69 feet; thence 362.37 feet along the arc of a curve to the left whose radius measures 362.0

feet and whose chord bears North 60 Degrees 25' 31" East, 347.43 feet; thence North 31 Degrees 44' 56" East, 263.62 feet; thence North 59 Degrees 52' 54" East, 81.39 feet to the place of beginning; thence continuing North 59 Degrees 52' 54" East, 181.87 feet; thence South 78 Degrees 01' 12" East, 472.30 feet; thence South 76 Degrees 27' 00" East, 1357.31 feet; thence South 00 Degrees 04' 24" West, 205.69 feet; to the Northwest corner of Lot 21 of the supervisor's plat of Wagner Acres, as recorded in Liber 11 of plats on page 21 in the Office of the Register of Deeds for Calhoun County, Michigan; thence South 00 Degrees 04' 24" West along the West line of said plat, 1992.58 feet to the centerline of Michigan Ave.; thence North 55 Degrees 29' 21" West along said centerline, 2350.98 feet; thence North 00 Degrees 03' 28" East, 1191.07 feet to the place of beginning.

It consists of 78.26 acres of land, located in Emmett Township, Calhoun County, Michigan.

The Secretary will take the land into trust subject to completion and certification of an updated contaminant survey, and satisfaction of all title requirements.

Dated: August 6, 2002.

Neal A. McCaleb,
Assistant Secretary—Indian Affairs.

[FR Doc. 02-20303 Filed 8-8-02; 8:45 am]

BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of amendment to approved Tribal-State Compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Extension agreement to the Class III gaming compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana.

DATES: This action is effective August 9, 2002.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of

Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: July 30, 2002.

Neal A. McCaleb,

Assistant Secretary—Indian Affairs.

[FR Doc. 02-20143 Filed 8-8-02; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of amendment to approved Tribal-State Compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Amendment to the Tribal-State Compact for Class III Gaming between the Tulalip Tribes of Washington and the State of Washington, which was executed on June 7, 2002.

DATES: This action is effective August 9, 2002.

FOR FURTHER INFORMATION CONTACT:

George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: July 30, 2002.

Neal A. McCaleb,

Assistant Secretary—Indian Affairs.

[FR Doc. 02-20142 Filed 8-8-02; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[CA-160-1220-PG]

Notice of Public Meeting, Central California Resource Advisory Council

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of public meeting.

SUMMARY: In accordance with the Federal Land Policy and Management Act (FLPMA) and the Federal Advisory Committee Act of 1972 (FACA), the U.S. Department of the Interior, Bureau of

Land Management (BLM) Resource Advisory Council (RAC) for Central California will meet as indicated below.

DATES: The meeting will be held Friday and Saturday, September 13-14, 2002 at the Patio Room, Tri-County Fairgrounds, Sierra Street and Fair Drive, Bishop, California beginning at 8:00 a.m. both days. The public comment period will begin at 1:00 p.m. each day and last one hour.

FOR FURTHER INFORMATION CONTACT:

Larry Mercer, Public Affairs Officer, Bureau of Land Management, 3801 Pegasus Drive, Bakersfield, CA 93308, telephone 661-391-6010.

SUPPLEMENTARY INFORMATION: The 12 member Central California Resource Advisory Council advises the Secretary of the Interior, through the Bureau of Land Management, on a variety of public land issues associated with public land management in Central California. At this meeting, topics to be discussed include: Committee assignments for members; national recreation fee guideline policy; Sage Grouse in the eastern Sierra; and a field trip to the Bishop Field Office and interaction with the staff.

All meetings are open to the public. The public may present written comments to the Council, and a time will be allocated for hearing public comments. Depending on the number of persons wishing to comment and the time available, the time for individual oral comments may be limited. Individuals who plan to attend and need special assistance such as sign language interpretation, tour transportation or other reasonable accommodations should contact the BLM as indicated above.

Dated: August 1, 2002.

Larry Mercer,

Public Affairs Officer.

[FR Doc. 02-20159 Filed 8-8-02; 8:45 am]

BILLING CODE 4310-40-M

INTERNATIONAL TRADE COMMISSION

[Inv. No. 337-TA-475]

In the Matter of Certain Electronic Educational Devices and Components Thereof; Notice of Investigation.

AGENCY: International Trade Commission.

ACTION: Institution of investigation pursuant to 19 U.S.C. 1337.

SUMMARY: Notice is hereby given that a complaint was filed with the U.S. International Trade Commission on July

8, 2002, under section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. 1337, on behalf of Franklin Electronic Publishers, Inc. of Burlington, New Jersey. An amended complaint was filed on July 26, 2002. The complaint, as amended, alleges violations of section 337 in the importation into the United States, the sale for importation, and the sale within the United States after importation of certain electronic educational devices and components thereof by reason of infringement of claims 1-4 of U.S. Letters Patent 5,203,705. The complaint further alleges that an industry in the United States exists as required by subsection (a)(2) of section 337.

The complainant requests that the Commission institute an investigation and, after the investigation, issue a permanent exclusion order and permanent cease and desist orders. **ADDRESSES:** The complaint and amended complaint, except for any confidential information contained therein, are available for inspection during official business hours (8:45 a.m. to 5:15 p.m.) in the Office of the Secretary, U.S. International Trade Commission, 500 E Street, SW., Room 112, Washington, DC 20436, telephone 202-205-2000. Hearing impaired individuals are advised that information on this matter can be obtained by contacting the Commission's ADD terminal on 202-205-1810. Persons with mobility impairments who will need special assistance in gaining access to the Commission should contact the Office of the Secretary at 202-205-2000. General information concerning the Commission may also be obtained by accessing its Internet server at <http://www.usitc.gov>. The public record for this investigation may be viewed on the Commission's electronic docket (EDIS-ON-LINE) at <http://dockets.usitc.gov/eol/public>.

FOR FURTHER INFORMATION CONTACT:

David O. Lloyd, Esq., Office of Unfair Import Investigations, U.S. International Trade Commission, telephone 202-205-2576.

Authority

The authority for institution of this investigation is contained in section 337 of the Tariff Act of 1930, as amended, and in section 210.10 of the Commission's Rules of Practice and Procedure, 19 CFR 210.10 (2002).

Scope of Investigation

Having considered the complaint, the U.S. International Trade Commission, on August 1, 2002, ordered that—

(1) Pursuant to subsection (b) of section 337 of the Tariff Act of 1930, as

**EXTENSION OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION AND
THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

RECITALS

The State of Montana ("Montana") and the Assiniboiné and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. This Agreement was extended by letter amendment to July 5, 2002. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact.

To enable the Tribes and others to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement for approximately 90 days, until September 30, 2002, on the terms and conditions set forth below.

This Renewal is entered into in furtherance of the goals of the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. and Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally-recognized tribes located within the borders of Montana.

Agreement


In furtherance of good relations and mutual cooperation between the parties, and in accordance with Article VIII. A., "Effective Date and Term," of the existing Agreement as previously amended and extended, by this writing the parties hereby renew and extend the term of the Agreement to September 30, 2002. All other terms and conditions of the Agreement remain in full force and effect and shall govern the conditions of Class III gaming on the Reservation until September 30, 2002, or until a revised or new compact has been executed by the parties, whichever first occurs.

Montana and the Tribes indicate their consent to be bound to this Extension by signature of their authorized representatives below.

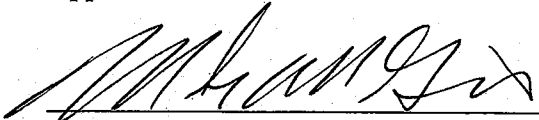
ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION


ARLYN HEADRESS, Chairman

STATE OF MONTANA

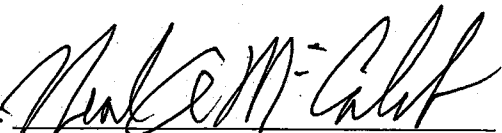

JUDY MARTZ, Governor

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

APPROVED:

DEPARTMENT OF THE INTERIOR

BY:  DATED: JUL 30 2002, 2002
NEAL McCALEB
Assistant Secretary--Bureau of Indian Affairs



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

NOV 13 2002

RECEIVED BY
AUG 27 2003
DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

RECEIVED
JAN 21 2003
GOVERNOR'S OFFICE

Honorable Judy Martz
Governor of Montana
State Capital
Helena, Montana 59620

Dear Governor Martz:

On October 1, 2002, we received the Extension to the Class III Compact between the Assiniboiné and Sioux Tribes of the Fort Peck Reservation (Tribe) and the State of Montana (State). We have completed our review of this Extension and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Extension. This Extension shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Aurene M. Martin
Acting Assistant Secretary – Indian Affairs

Enclosure

Similar Letter Sent to:

Honorable Arlyn Headdress
Chairman, Assiniboiné and Sioux Tribes
of the Fort Peck Reservation
P. O. Box 1027
Poplar, Montana 59255

Dated: November 18, 2002.

Samuel H. Wilson,
Deputy Director, National Institute of
Environmental Health Sciences.

[FR Doc. 02-30960 Filed 12-6-02; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

Availability of the Recovery Plan for the Bruneau Hot Springsnail (*Pyrgulopsis bruneauensis*)

AGENCY: U.S. Fish and Wildlife Service,
Interior.

ACTION: Notice of document availability.

SUMMARY: The U.S. Fish and Wildlife (Service) announces the availability of the final recovery plan for the Bruneau hot springsnail (*Pyrgulopsis bruneauensis*; springsnail). This endangered freshwater snail is a member of the family Hydrobiidae and occurs in a 5-mile reach of the Bruneau River and the lower one-third of Hot Creek in Owyhee County, Idaho.

ADDRESSES: Recovery plans that have been approved by the U.S. Fish and Wildlife Service are available on the World Wide Web at: <http://www.r1.fws.gov/ecoservices/endangered/recovery/default.htm>. In addition, recovery plans for the springsnail may also be obtained from: Fish and Wildlife Reference Service, 5430 Grosvenor Lane, Suite 110, Bethesda, Maryland 20814, 301-429-6403 or 800-582-3421. The fee for the plan varies.

FOR FURTHER INFORMATION CONTACT: Steven Lysne or Jeri Wood, U.S. Fish and Wildlife Service, Snake River Fish and Wildlife Office, 1387 S. Vinnell Way, Boise, Idaho 83709 (telephone; 208-378-5243).

SUPPLEMENTARY INFORMATION:

Background

Recovery of endangered or threatened animals and plants is a primary goal of the Service's endangered species program. A species is considered recovered when the species' ecosystem is restored and/or threats to the species are removed so that self-sustaining and self-regulating populations of the species can be supported as persistent members of native biotic communities. Recovery plans describe actions considered necessary for the conservation of the species, establish criteria for downlisting or delisting listed species, and estimate the time and cost associated with implementing the measures needed for recovery.

The Endangered Species Act (Act) (16 U.S.C. 1531 *et seq.*), requires the development of recovery plans for listed species unless such a plan would not promote the conservation of a particular species. Section 4(f) of the Act requires that during recovery plan development, the Service provide public notice and an opportunity for public review and comment. Information presented during the public comment period has been considered in the preparation of this final recovery plan, and is summarized in an appendix to the recovery plan. The Service will forward substantive comments regarding recovery plan implementation to appropriate Federal or other entities so that they can take these comments into account during the course of implementing recovery actions.

The springsnail was listed as endangered on June 17, 1998 (FR 63 32981). This freshwater, aquatic snail exists only in an approximately 5-mile reach of the Bruneau River and its tributary, Hot Creek, in southwestern Idaho. The springsnail inhabits flowing geothermal springs and seeps with temperatures ranging from 15.7 to 36.9 degrees Celsius. The springsnail is found in these habitats on the exposed surfaces of various substrates including rocks, gravel, sand, mud, and algal films. The principal threat to the springsnail is the reduction and/or elimination of their geothermal spring habitat as a result of agricultural groundwater withdrawals.

The objective of this plan is to provide a framework for the recovery of the springsnail so that protection by the Act is no longer necessary. Recovery is contingent upon protecting and managing the remaining springsnail habitat to maintain and enhance viable populations of the springsnail.

The springsnail will be considered for reclassification when: (1) Water levels in the regional geothermal aquifer have increased and stabilized at 815 meters (2,674 feet) in elevation; (2) the total number of geothermal springs discharging within the recovery area is 200 or more and are distributed within the current range of the springsnail; (3) more than two-thirds of available geothermal springs within the recovery area are occupied by stable, medium to high density populations of reproducing hot springsnails; and (4) groundwater levels are permanently protected against further reductions through implementation of groundwater management activities.

Authority

The authority for this action is section 4(f) of the Endangered Species Act, 16 U.S.C. 1533 (f).

Dated: September 30, 2002.

Anne Badgley,

Regional Director, Region 1, U.S. Fish and Wildlife Service.

[FR Doc. 02-30982 Filed 12-6-02; 8:45 am]

BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs,
Interior.

ACTION: Notice of extension to approved Tribal-State Compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts for the purpose of engaging in class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through this delegated authority, has approved the extension agreement to the class III gaming compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana.

EFFECTIVE DATE: December 9, 2002.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: November 13, 2002.

Neal A. McCaleb,

Assistant Secretary—Indian Affairs.

[FR Doc. 02-30966 Filed 12-6-02; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs,
Interior.

ACTION: Notice of approved amendment to Tribal-State Compact.

SUMMARY: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988, Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of approved

**EXTENSION OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION AND
THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

RECITALS

The State of Montana ("Montana") and the Assiniboiné and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. This Agreement was extended by letter amendment to July 5, 2002 and further extended by letter amendment to September 30, 2002. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact.

To enable the Tribes and others to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement for approximately 90 days, until December 30, 2002, on the terms and conditions set forth below.

This Renewal is entered into in furtherance of the goals of the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. and Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally-recognized tribes located within the borders of Montana.

Agreement

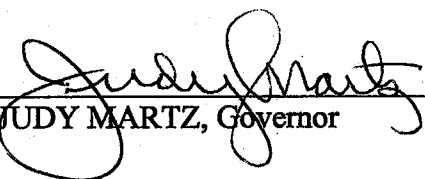
In furtherance of good relations and mutual cooperation between the parties, and in accordance with Article VIII. A., "Effective Date and Term," of the existing Agreement as previously amended and extended, by this writing the parties hereby renew and extend the term of the Agreement to December 30, 2002. All other terms and conditions of the Agreement remain in full force and effect and shall govern the conditions of Class III gaming on the Reservation until December 30, 2002, or until a revised or new compact has been executed by the parties, whichever first occurs.

Montana and the Tribes indicate their consent to be bound to this Extension by signature of their authorized representatives below.

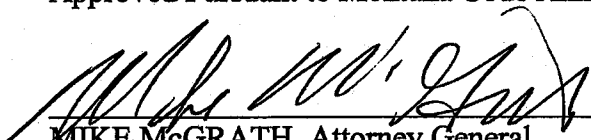
ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION


ARLYN HEADRESS, Chairman

STATE OF MONTANA


JUDY MARTZ, Governor

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

APPROVED:

DEPARTMENT OF THE INTERIOR

BY:  DATED: 11/13/02, 2002
~~NEAL McCALEB~~

Acting Assistant Secretary--Bureau of Indian Affairs

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Ftpeck-extension.



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

FEB 12 2003

Honorable Judy Martz
Governor of Montana
State Capital
Helena, Montana 59620

Dear Governor Martz:

On January 17, 2003, we received the Extension to the Class III Compact between the Assiniboiné and Sioux Tribes of the Fort Peck Reservation (Tribe) and the State of Montana (State). We have completed our review of this Extension and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Extension. This Extension shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Aurene M. Martin
Acting Assistant Secretary – Indian Affairs

Enclosure

Similar Letter Sent to:

Honorable Arlyn Headdress
Chairman, Assiniboiné and Sioux Tribes
of the Fort Peck Reservation
P. O. Box 1027
Poplar, Montana 59255

**EXTENSION AND AMENDMENT OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES
OF THE FORT PECK RESERVATION AND
THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

RECEIVED BY
DEC 20 2002
GAMBLING CONTROL DIVISION

RECITALS

The State of Montana ("Montana") and the Assiniboiné and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. This Agreement was extended by letter amendments to July 5, 2002, September 30, 2002 and December 30, 2002. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact.

To enable the Tribes and others to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement for approximately 180 days, until June 30, 2003, on the terms and conditions set forth below. Further, the State has amended its rules applicable to state licensees, allowing licensees to offer for play video gaming machines equipped with bill acceptors capable of accepting \$20 bills. This extension and amendment amends the Agreement, effective immediately, to allow the Tribes to offer for play machines with the same bill acceptors.

This Renewal is entered into in furtherance of the goals of the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. and Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally recognized tribes located within the borders of Montana.

AGREEMENT

In furtherance of good relations and mutual cooperation between the parties, and in accordance with Article VIII. A., "Effective Date and Term," of the existing Agreement as previously amended and extended, by this writing the parties hereby renew and extend the term of the Agreement to June 30, 2003.

Further, pursuant to Article VIII B of the Agreement, Appendix A (1) (d) (v) (B) is amended as follows:

(B) The machine may have a machine manufacturer mechanism that accepts cash in the form of bills that do not exceed \$20;

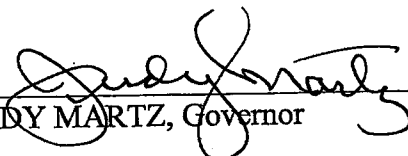
All other terms and conditions of the Agreement remain in full force and effect and shall govern the conditions of Class III gaming on the Reservation until June 30, 2003, or until a revised or new compact has been executed by the parties, whichever first occurs.

Montana and the Tribes indicate their consent to be bound to this Extension and Amendment by signature of their authorized representatives below.

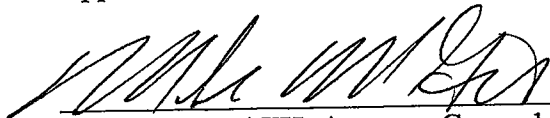
ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION


ARLYN HEADRESS, Chairman

STATE OF MONTANA



JUDY MARTZ, Governor

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

APPROVED:
DEPARTMENT OF THE INTERIOR

BY:  DATED: 2/12/03, 2002-
NEAL McCALEB

 Acting Assistant Secretary--Bureau of Indian Affairs

separate guidance on the establishment of karst preserves. Additionally, the Texas Parks and Wildlife Department, with the Service as a partner, will include "no take" guidance for these listed invertebrates as part of the species accounts that will be developed as a priority update to the revision of the 1995 Endangered and Threatened Animals of Texas document published by the Texas Parks and Wildlife Department. The Service will incorporate the "no take" guidance into the draft recovery plan for the species, which will be available for public review and comment.

(4) With regard to recommendations for protection of water quality of the Edwards Aquifer, the Service does not intend to issue separate guidance. Instead, the draft Barton Springs Salamander Recovery Plan, which is scheduled to be completed in 2003, will include recommendations for protection of water quality in the Barton Springs Zone.

The Service states that prior versions of the Karst Protocols and Water Quality Recommendations are not rules, regulations, requirements, or project evaluation criteria of the Service and will not be used as such by the Service. The documents that have been used in the past as guidance do not create any legal obligations and have no binding legal effect, nor do they establish minimum standards or criteria required to be adopted by state or local governments. Should at any future time the Service decide that guidance on these subjects, other than as outlined above, is needed, the Service will make the draft guidance available for public review and comment for a period of not less than 60 days. At the conclusion of this period, the Service will determine whether to publish any final guidance documents on these topics and, if so, in what form.

Authority: The authority for this action is the Endangered Species Act, as amended (16 U.S.C.1532 *et seq.*).

H. Dale Hall,

Regional Director, Region 2, Albuquerque, New Mexico.

[FR Doc. 03-4612 Filed 2-26-03; 8:45 am]

BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved amendment to a Tribal-State compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Amendment to the Class III gaming compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana.

EFFECTIVE DATE: February 27, 2003.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: February 12, 2003.

Aurene M. Martin,

Acting Assistant Secretary—Indian Affairs.

[FR Doc. 03-4656 Filed 2-26-03; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved amendment to a Tribal-State compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts of the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Amendment to the Class III gaming compact between the Confederated Tribes of the Warm Springs Reservation and the State of Oregon.

EFFECTIVE DATE: February 27, 2003.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: February 12, 2003.

Aurene M. Martin,

Acting Assistant Secretary—Indian Affairs.

[FR Doc. 03-4655 Filed 2-26-03; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved amendment to a Tribal-State compact.

SUMMARY: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the *Federal Register*, notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Amendment to the Class III gaming compact between the Crow Tribe and the State of Montana.

EFFECTIVE DATE: February 26, 2003.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: February 12, 2003.

Aurene M. Martin,

Acting Assistant Secretary—Indian Affairs.

[FR Doc. 03-4657 Filed 2-26-03; 8:45 am]

BILLING CODE 4310-4N-M

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[AK-931-1310-DP]

Draft Northwest National Petroleum Reserve—Alaska Integrated Activity Plan/Environmental Impact Statement

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice.

SUMMARY: In response to a request from the interested public the Bureau of Land Management is adding to its schedule one meeting for accepting public comments on the Draft Northwest National Petroleum Reserve—Alaska Integrated Activity Plan/Environmental Impact Statement (IAP/EIS). The meeting location and time will be provided to the public through appropriate media outlets in the Washington, DC area.

DATES: March 13, 2003, 2 p.m. till 5 p.m.

ADDRESSES: Courtyard Marriott, 1600 Rhode Island Avenue, Northwest, Washington, DC.

FOR FURTHER INFORMATION CONTACT: Curtis J. Wilson (907-271-5546;



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

AUG 29 2003

RECEIVED BY

OCT 16 2003

DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

Honorable Arlyn Headdress
Chairman, Assiniboine and Sioux Tribes
of the Fort Peck Reservation
P.O. Box 1027
Fowler, Montana 59255

Dear Chairman Headdress:

On July 17, 2003, we received the Extension to the Class III Compact between the Assiniboine and Sioux Tribes of the Fort Peck Reservation (Tribe) and the State of Montana (State). We have completed our review of this Extension and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Extension. This Extension shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

ACTING Assistant Secretary – Indian Affairs

Enclosure

Similar Letter Sent to: Honorable Judy Martz
Governor of Montana
State Capital
Helena, Montana 59620

cc: Rocky Mountain Regional Director
National Indian Gaming Commission
Montana United States Attorney

SEP 25 2003

DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

**EXTENSION OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK
RESERVATION AND THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

Recitals

The State of Montana ("Montana") and the Assiniboine and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact.

To enable the Tribes and the State regulated operators to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement until July 1, 2004 on the terms and conditions set forth in the existing compact between the parties as specifically amended herein. This Renewal is entered into in recognition of the purposes of economic self-determination for Indian tribes as set forth in the Indian Gaming Regulatory Act, and in furtherance of Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally-recognized tribes located within the borders of Montana.

Agreement

In furtherance of good relations and mutual cooperation between the parties, the parties hereby amend the Agreement pursuant to Art. VIII, ¶ B as follows.

1. Article VII. A., "Effective Date and Term," of the existing Agreement as previously amended, is hereby amended to read as follows:

This Agreement shall be effective upon execution, and shall continue in effect until July 1, 2004 unless earlier terminated in accordance with Article VII.

Before expiration of this Agreement or upon its termination, the parties may agree to the renewal of the Agreement for a term agreed upon by the parties.

2. Art. V.B.1 as previously amended in 1998 is hereby amended to read as follows:

Prize limits at tribally owned premises may not exceed a value higher than \$1500.00 for each individual award. No more than twenty (20) machines per premise shall be available for play by individual tribally-licensed operators with a maximum payout of \$800.00 for each individual award or a payout equal to that which is allowed under state law, whichever is greater.

3. Appendix A. VIDEO GAMBLING MACHINES, SECTION I. DEFINITIONS, paragraph D. is amended in part to read as follows:

D. "Video gambling machine" means a bingo machine, draw poker machine or a keno machine *or any combination of poker, keno and bingo games within the same video gambling machine cabinet.* .

All terms and conditions of the Agreement not expressly modified herein remain in full force and effect and shall govern the conditions of Class III gaming on the Reservation until July 1, 2004.

Montana and the Tribes indicate their consent to be bound to this Renewal by signature of their authorized representatives below.

ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION


ARLYN HEADDRESS, Chairman

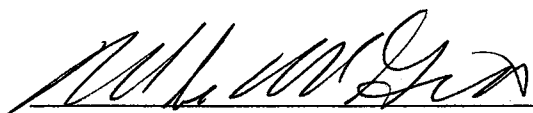
DATE 9-11-2003

STATE OF MONTANA


JUDY MARTZ, Governor

DATE 9-23-03

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

DATE 9/15/03

DEPARTMENT OF THE INTERIOR

BY: _____ DATED: _____, 2002

Aurene Martin
Assistant Secretary--Bureau of Indian Affairs

FORT PECK TRIBES

Assiniboine & Sioux

June 16, 2004

Via UPS Overnight

George Skibine
Office of Indian Gaming Management
U.S. Department of Interior
1849 C Street, NW
MS 2070-MIB
Washington, D.C. 20240

Subject: Extension of Fort Peck - Montana Class III Gaming Compact

Dear Mr. Skibine:

The Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana have executed the Extension of Agreement Between the Assiniboine and Sioux Tribes of the Fort Peck Reservation and the State of Montana Regarding Class III Gaming on the Fort Peck Reservation ("Extension"). The Extension extends the existing Gaming Agreement between the Tribes and the State. The existing Agreement is set to expire on July 1, 2004.

I enclose three original Extensions for review and approval by the Department of Interior. The Extension has been executed by the Governor and Attorney General of Montana and myself on behalf of the Tribes. I have also enclosed a photocopy of the resolution of the Fort Peck Tribal Executive Board approving and authorizing me to execute the Extension. If you have any questions please contact me or the Tribes' attorney, Ryan Rusche. Mr. Rusche can be reached by telephone at (406) 768-3035.

Sincerely,


Ray K. Eder, Chairman
Fort Peck Tribal Executive Board

cc: Ryan C. Rusche, Esq.
Sarah Bond, Esq.

Enc.

RECEIVED

JUN 17 2004

ATTORNEY GENERALS OFFICE
HELENA, MONTANA

RECEIVED BY

JUN 18 2004

DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

**EXTENSION OF AGREEMENT
BETWEEN THE ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK
RESERVATION AND THE STATE OF MONTANA REGARDING
CLASS III GAMING ON THE FORT PECK RESERVATION**

RECITALS

The State of Montana ("Montana") and the Assiniboine and Sioux Tribes of the Fort Peck Reservation ("Tribes") entered into an Agreement ("Agreement") dated April 6, 1992, to authorize under specific conditions Class III gaming on the Fort Peck Reservation. The Tribes and the State are continuing their good faith negotiations to agree on terms and conditions for another long-term compact.

To enable the Tribes and the State regulated operators to continue gaming on the Reservation pursuant to the existing Agreement while the parties continue to negotiate, the parties hereby agree to extend the Agreement until July 1, 2005, or until another compact is executed on the terms and conditions set forth in the existing compact between the parties as specifically amended herein. This Extension is entered into in recognition of the purposes of economic self-determination for Indian tribes as set forth in the Indian Gaming Regulatory Act, and in furtherance of Montana Governor Judy Martz's Proclamation affirming the principle and integrity of government-to-government relationships between the State of Montana and federally-recognized tribes located within the borders of Montana.

AGREEMENT

In furtherance of good relations and mutual cooperation between the parties, the parties hereby amend the Agreement pursuant to Art. VIII, ¶ B as follows:

1. Article VIII. A., "Effective Date and Term," of the existing Agreement as previously amended, is hereby amended to read as follows:

This Agreement shall be effective upon execution, and shall continue in effect until July 1, 2005 or until another compact is executed unless earlier terminated in accordance with Article VII. Before expiration of this Agreement or upon its termination, the parties may agree to the renewal of the Agreement for a term agreed upon by the parties.

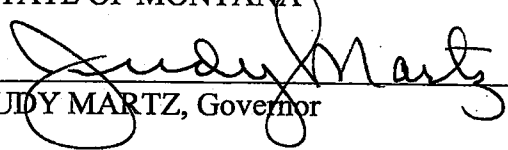
All terms and conditions of the Agreement not expressly modified herein remain in full force and effect and shall govern the conditions of Class III gaming on the Reservation until July 1, 2005.

Montana and the Tribes indicate their consent to be bound to this Renewal by signature of their authorized representatives below.

ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK RESERVATION

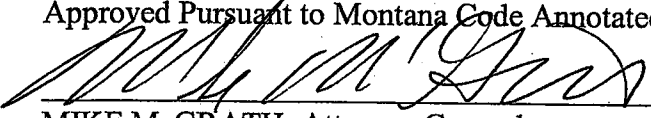

RAY K. EDER, Vice-Chairman

DATE 6-13-04

STATE OF MONTANA

JUDY MARTZ, Governor

DATE 6-8-04

Approved Pursuant to Montana Code Annotated § 18-11-105 (2001).


MIKE McGRATH, Attorney General
State of Montana

DATE 6/7/04

DEPARTMENT OF THE INTERIOR

BY: _____ DATE _____
DAVID ANDERSON, Assistant Secretary--Bureau of Indian Affairs

RESOLUTION #718-2004-06

TRIBAL GOVERNMENT

WHEREAS, the Fort Peck Tribal Executive Board is the duly elected body representing the Assiniboiné and Sioux Tribes of the Fort Peck Reservation and is empowered to act on behalf of the Tribes. All actions shall be adherent to provisions set forth in the 1960 Constitution and By-Laws, and

WHEREAS, the Fort Peck Tribes and the State of Montana have a Class III Gaming Compact extension that will expire on July 1, 2004, and

WHEREAS, the Office of the Governor of the State of Montana submitted a draft of a new extension that would extend the current compact until July 1, 2005 or until a new compact is executed, and

WHEREAS, the Fort Peck Tribal Executive Board has reviewed and considered this draft extension, NOW


THEREFORE BE IT RESOLVED, the Fort Peck Tribal Executive Board hereby authorizes the Chairman, Ray K. Eder, to sign the Extension of Agreement between the Assiniboiné and Sioux Tribes of the Fort Peck Reservation and the State of Montana Regarding Class III Gaming on the Fort Peck Reservation extending the agreement date from July 1, 2004 to July 1, 2005 or until a new compact is executed.

CERTIFICATION

I, the undersigned Secretary Accountant of the Tribal Executive Board of the Assiniboiné and Sioux Tribes of the Ft. Peck Indian Reservation, hereby certify that the Tribal Executive Board is composed of 12 voting members of whom 12, constituting a quorum were present at a Special Meeting duly called and convened this 14th day of June, 2004 and that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 12 for.


Secretary- Accountant

APPROVED:


Chairman/Vice Chairman
Fort Peck Tribal Executive Board

Superintendent
Fort Peck Agency

OFFICE OF THE GOVERNOR
STATE OF MONTANA

BRIAN SCHWEITZER
GOVERNOR



JOHN BOHLINGER
LT. GOVERNOR

November 14, 2005

John Morales, Chairman
Fort Peck Indian Reservation Tribal Executive Board
P.O. Box 1027
Poplar, Montana 59255

RECEIVED BY

NOV 16 2005

DEPT. OF JUSTICE
GAMBLING CONTROL DIVISION

RE: Notice of Less Restrictive State Requirements

Dear Chairman Morales,


The Class III Gaming Compact entered into by the State of Montana and the Assiniboine and Sioux Tribes provides under Article X, Paragraph D., for notification of the Tribes and amendment to the Compact if the State adopts limits or restrictions "less restrictive than those set forth in this Agreement."

This letter is to provide notice to the Tribes that the 2005 Legislature approved Senate Bill 84 that provided for clarification of restrictions on video gambling machines in relation to bonus games and video poker games. The Department of Justice has adopted rules that define bonus games and poker games that may be approved as software for video gambling machines. The most significant references to these changes are found at Administrative Rules of Montana, 23.16.1802 (24) (definition of video poker) and 23.16.1910A (general rules on bonus games).

The Compact provides that the State shall provide notice to the Tribe and that the "Agreement shall be deemed amended to include such less restrictive provisions."

If you have questions about this matter, please contact Gene Huntington, Administrator of the Gambling Control Division (444 - 9135).

Sincerely,


Brian Schweitzer
Governor

C Ryan Rusche
Sarah Bond
Gene Huntington
Deanne Sandholm